

EDWARDS ANGELL PALMER & DODGE LLP

One Giralta Farms Madison, NJ 07940 973.520.2300 fax 973.520.2600 capdlaw.com

R E C E I V E D

JUN 10 2011

June 6, 2011

AT 8:30
WILLIAM T. WALSH M
CLERK

VIA ECF

Robert J. Brener
973.520.2319
fax 888.325.9170
rbrener@capdlaw.com

IT IS SO ORDERED:
IT IS SO ORDERED:

John W. 6/10/11
FREDA L. WOLFSON, U.S.D.J.
WOLFSON, U.S.D.J.

Hon. Freda L. Wolfson, U.S.D.J.
United States District Court
District of New Jersey
Clarkson S. Fisher Federal Bldg. & U.S. Courthouse
402 E. State Street
Room 5050
Trenton, New Jersey 08608

Re: Ally Financial, Inc. and Ally Capital Corp. v. McDonagh Chrysler-Jeep, Inc.
Case No. 3:10-cv-06308 (FLW) (LHG)

Dear Judge Wolfson:

This firm represents plaintiffs Ally Financial, Inc. and Ally Capital Corp. (hereinafter "Ally"). As the Court may recall, the Court has granted Ally's previous request for an extension to serve defendants in this action, a suit on a note and guaranty. Ally sought the request because it wanted to avoid filing a separate proceeding that is inextricably intertwined with the ongoing Chapter 11 bankruptcy filed by defendant McDonagh Chrysler-Jeep, Inc. (In re McDonagh Chrysler-Jeep, Inc., Case No. 11-11397 (MBK)).

Ally had hoped to determine whether it would pursue the action only against defendant William McDonagh, the principal of the auto dealership, in light of the bankruptcy proceeding or whether it could resolve the matter altogether during this period. However, Ally needs a little more time to make that determination. As a result, Ally respectfully seeks one last 35-day extension until July 11, 2011 to serve defendants in this action. This shall be Ally's final request for this relief.

Thank you for your consideration.

Respectfully submitted,

S/Robert J. Brener
NWK 238828.1

EDWARDS ANGELL PALMER & DODGE LLP

One Giralda Farms Madison, NJ 07940 973.520.2300 fax 973.520.2600 capdlaw.com

Robert J. Brener
973.520.2319
fax 888.325.9170
rbrener@capdlaw.com

June 8, 2011

VIA ECF

Hon. Freda L. Wolfson, U.S.D.J.
United States District Court
District of New Jersey
Clarkson S. Fisher Federal Bldg. & U.S. Courthouse
402 E. State Street
Room 5050
Trenton, New Jersey 08608

Re: **Ally Financial, Inc. and Ally Capital Corp. v. McDonagh Chrysler-Jeep, Inc.**
Case No. 3:10-cv-06308 (FLW) (LHG)

Dear Judge Wolfson:

This firm represents plaintiffs Ally Financial, Inc. and Ally Capital Corp. (hereinafter "Ally"). The Court has requested additional information regarding Ally's request for an extension of time to serve defendants in this action.

As the Court may recall, defendant McDonagh Chrysler-Jeep, Inc. filed bankruptcy since Ally filed the Complaint. (In re McDonagh Chrysler-Jeep, Inc., Case No. 11-11397 (MBK)). As a result, Ally has not served the dealership because the bankruptcy filing stayed this action as against the dealership and because the dealership's debts to Ally will be, presumably, resolved in that forum.

The other defendant in this matter is William McDonagh, the principal of the dealership, who executed a guaranty which guaranteed the dealership's debts to Ally. Ally has also not served Mr. McDonough to date because of the bankruptcy filing. Ally fears that the service of this complaint followed by the filing of a responsive pleading by Mr. McDonagh and then the discovery process could complicate and disrupt the bankruptcy action and unnecessarily inflame the parties' emotions. Again, Ally hopes that the debt issues can be resolved fully in the bankruptcy action, which would obviate the need to pursue this action against Mr. McDonagh.

During the last several weeks, significant progress has been made in the bankruptcy action and Ally hopes that will continue. As a result, rather than potentially disrupt that progress by serving Mr. McDonagh, Ally seeks one final 35-day extension of time to serve him. Certainly, Mr.

EDWARDS ANGELL PALMER & DODGE LLP

One Giralta Farms Madison, NJ 07940 973.520.2300 fax 973.520.2600 eaplaw.com

Hon. Freda Wolfson, U.S.D.J.

June 8, 2011

Page 2

McDonagh is not prejudiced by this extension as this action is simply a suit on a note and guaranty; there is no danger of losing any witness testimony or documentary evidence in the interim.

Thank you for your consideration.

Respectfully submitted,

s/Robert J. Brener

NWK 238828.1